

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a Temporary License Agreement with E.T.L. Corp. with principal office at 873 Great Road, Stow, MA 01775, for use of City of Lowell property; to wit, 68 Jackson Street, for the purpose of granite storage for the Reconstruction of Thorndike Street Lord Overpass Project.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager is hereby authorized to enter into a Temporary License Agreement with E.T.L. Corp. with principal office at 873 Great Road, Stow, MA 01775, for use of City of Lowell property; to wit, 68 Jackson Street, for the purpose of granite storage for the Reconstruction of Thorndike Street Lord Overpass Project. The Temporary License Agreement shall be in substantially the form of the attached Temporary License Agreement.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

TEMPORARY LICENSE AGREEMENT

THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "LICENSOR," and E. T. & L. Corp., having its principal offices at 873 Great Road, Stow, Massachusetts 01775, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns property known as 68 Jackson Street, in the City of Lowell, hereinafter called the "SITE", attached hereto as Exhibit "A" and made a part hereof; and

The LICENSEE desires to use the premises for the purpose of granite storage associated with the "Reconstruction of Thorndike Street – Lord Overpass" also identified as Contract 31969 in the City of Lowell, hereinafter called the "Contract Work" as located in the City of Lowell; and

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a license to encroach upon and use the SITE as shown on the plan marked "Exhibit "A" and made a part hereof, for granite storage during construction of the Contract Work from May 27 , 2020 through substantial completion and/or to be determined by the City of Lowell, City Engineer. The LICENSOR and LICENSEE shall be subject to the following applicable terms:

2. The LICENSEE shall allow access to the property at all times to the City of Lowell employees and staff during the course of City business attributed to the site use and operations.

3. The LICENSEE shall maintain the SITE area free and clear of all debris, litter, and nuisance during the licensed period.

4. The LICENSEE shall be responsible for the safety of the site by excluding any use of areas unsuitable and/or unsafe for granite storage, as in, embankments, walls, grades, access areas, etc.

5. The LICENSEE is prohibited from renting space on said licensed premises to any other person or persons or for any term or tenancy whatsoever.

6. The LICENSEE shall be responsible for any necessary snow and ice removal, security, maintenance of the Site, and all required items under the Contract Work. The City shall make no improvements.

7. The LICENSEE shall assume all liability for the use of the SITE and provide the City with insurance documentation.

8. It is agreed that this is a License only, that the Licensee shall, at all times, maintain sufficient insurance policies in an amount not less than \$500,000.00 on the premises, naming the City as one of the "insured", and agrees to hold the City harmless from any and all injuries resulting from said use of the property under this License. Licensor shall have the right to inspect the property at any time during the period of said License granted hereunder.

9. If the insurance policy is cancelled or lapses without being immediately renewed, or replaced or for any other breach of the License provisions, then the License granted hereunder shall be forthwith terminated and the Licensee shall have to cease and desist from said use of the Site. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.

10. The License shall be predicated upon and shall not be in effect until adequate insurance coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an insured party, which coverage shall be kept in force so long as the use of the premises continues under this License.

11. This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated May 26, 2020.

12. The Licensee releases and agrees to indemnify and hold harmless the City of Lowell, its agents, officers, servants and employees from any and all claims, demands and liabilities, including attorney's fees, whatsoever from any and all claims for damage or injury to persons or property which might occur on account of the License for the use of the granite storage space at the site.

13. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall be returned to such condition as exists on May 27, 2020. Licensee hereby agrees to be responsible for, and to pay for the cost of any damage to the Licensor regarding the licensed premises.

14. Inherent in this License Agreement is the unilateral right of the Licensor to cancel this license at any time upon written notice thereof to the Licensee for any reason.

15. It is understood and agreed that this License does not grant any ownership interest to the Licensee in the licensed area.

Signed and sealed this day of _____ 2020.

CITY OF LOWELL

E. T. & L. Corp.

Eileen M. Donoghue
City Manager

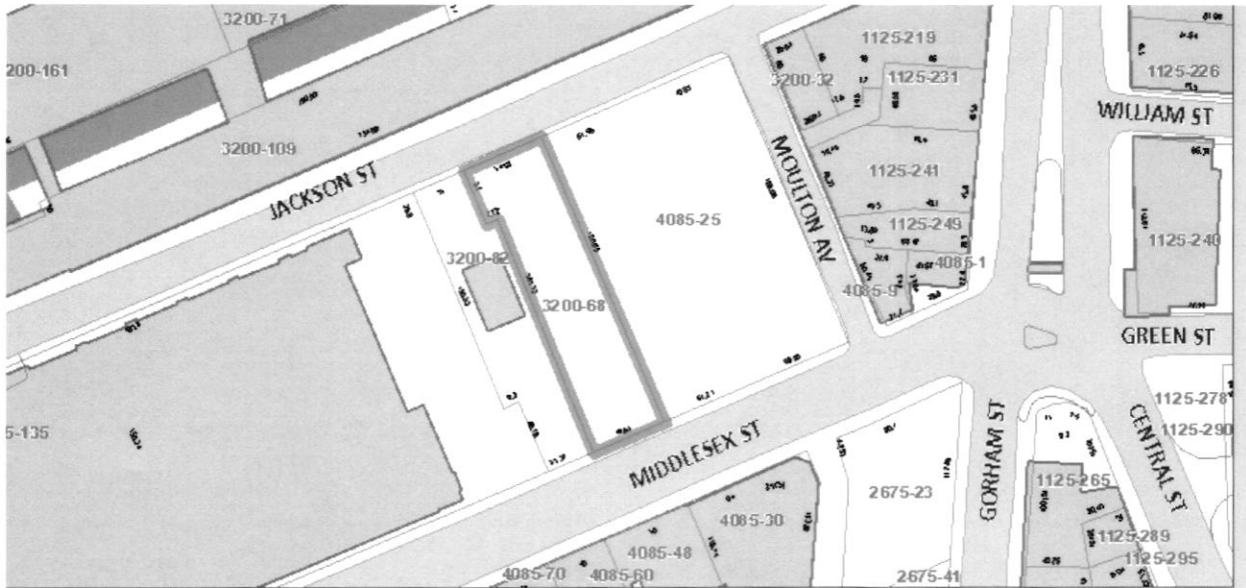
Jennie Lee Colosi, P.E., President

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

V:\licenseagreement68Jackson St

EXHIBIT "A"
68 Jackson Street





May 26, 2020

Office of the City Manager
City Hall • 375 Merrimack Street • Lowell, MA 01852
P: 978.674.4400 • F: 978.970.4007
www.LowellMA.gov

Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

Mayor John Leahy
and
Members of City Council

REFERENCE: License Agreement 68 Jackson Street

Dear Mayor Leahy and Members of the City Council:

Attached please find a Temporary License Agreement for the City of Lowell owned property located at 68 Jackson Street and as depicted in Exhibit "A" attached. The property is located in the Jackson/Appleton/Middlesex (JAM) Plan Urban Renewal District.

E.T.&L. Corp. has requested a Temporary License Agreement for use of this property, 68 Jackson Street, beginning May 27, 2020. E.T.&L. Corp. would utilize the property for granite storage use as necessary for their current contract work with the City of Lowell "Reconstruction of Thorndike Street – Lord Overpass".

The Department of Planning and Development (DPD) recommends this Temporary License Agreement in order to avoid additional project costs in the completion of the Reconstruction of Thorndike Street – Lord Overpass contract work.

If you have any questions or need any assistance in this matter, please contact Diane Tradd, Assistant City Manager at (978) 674-1401 or me.

Sincerely,

Eileen M. Donoghue
City Manager

EMD/ns
Attachment

cc: Diane Tradd, Assistant City Manager/DPD Director
Christine P. O'Connor, City Solicitor
John Gleason, Interim City Engineer
Craig Thomas, Deputy Director
Patricia Lucken, Asset Manager
Joseph Giniewicz, Urban Renewal Project Manager
Natasha Vance Transportation Engineer